

2182-160

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

~~FILED~~  
4430  
MAR 21 2000

~~TIMOTHY R. WALBRIDGE, CLERK  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF OKLAHOMA~~

IN RE:

DONNA J. PAYNE,  
442-66-3504

Debtor.

THE FIRST NATIONAL  
BANK OF CHELSEA,

Plaintiff,

vs.

DONNA J. PAYNE,

Defendant.

Case No. 99-02524-R  
Chapter 7

**FILED**

**MAR 21 2000**

TIMOTHY R. WALBRIDGE, CLERK  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF OKLAHOMA

Adversary Case No. 99-0229-R

JUDGMENT

This Adversary Proceeding comes on for determination by agreement of the named Plaintiff and Defendant herein.

I.

Findings of Fact and Conclusions of Law

The Court finds as follows based upon its review of its file maintained in this proceeding:

1. The Plaintiff, The First National Bank of Chelsea, initiated this Adversary Proceeding with the filing of its Complaint to Deny Discharge of Particular Debt ("Complaint") on October 4, 1999.

2. The Adversary Proceeding is brought pursuant to 11 U.S.C. § 523(a)(2)(A)(B).

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Clerk, U.S. Bankruptcy Court  
Northern District of Oklahoma

3. This Court has subject matter jurisdiction to adjudicate this Adversary Proceeding pursuant to 28 U.S.C. § 1334(b) and § 157(a) and (b).

4. The claim set forth in the Complaint constitutes a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(I).

5. Venue of this Adversary Proceeding is properly placed before this Court pursuant to 28 U.S.C. §§ 1408 and 1409(a).

6. On October 15, 1999, Defendant submitted her pro se Answer in this Adversary Proceeding.

7. On November 12, 1999, this Court entered its Scheduling Order docketing a discovery deadline and advising the parties that a trial setting would be entered in the event this Adversary Proceeding was not either settled or otherwise resolved.

8. The parties have settled the Adversary Proceeding under the terms set forth in this Judgment.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

1. The debt owed by Defendant to Plaintiff as evidenced by one Promissory Note dated February 28, 1999 in the original principal sum of Ten Thousand Five Hundred Ninety-Six and 07/100 Dollars (\$10,596.07) is not discharged by operation of 11 U.S.C. § 523(a)(2)(A)(B).

2. The amount of that debt is in the sum of Ten Thousand Five Hundred Ninety-Six and 07/100 Dollars (\$10,596.07).

3. The Judgment amount will not accrue interest of any kind.

4. Defendant will satisfy the aforementioned debt by remitting monthly installments of One Hundred Dollars (\$100.00),

the first such installment due on <sup>April</sup>~~March~~ 15, 2000, with the remaining installments to be paid on the 15th day of each succeeding month until the debt is satisfied in full.


5. Plaintiff is enjoined from initiating any judicial or non-judicial action to collect that debt while Defendant remains current on the aforementioned payment schedule; however, Plaintiff is not required to obtain authority from this Court to collect the debt in the event Defendant does not remain current, at which time, at Plaintiff's option, the entire indebtedness may be accelerated and collected through either judicial or non-judicial means.

6. Plaintiff will return to Defendant a "four-wheeler" and described as follows: 1986 Yamaha YFM80 4 Wheeler, serial #JY42FJ007HC016752, within ten (10) days upon entry of this Judgment.

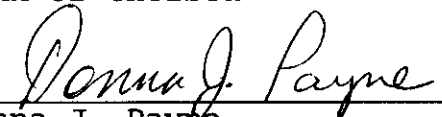
3/21/00

  
HONORABLE DANA L. RASURE

APPROVED AS TO FORM AND CONTENT:

  
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